

Phil. Wed 11/11/99 2950

Dated  
11<sup>th</sup> Nov<sup>r</sup> 1899

Alderney

E. Stafford Howard

Esq. a Commissioner  
of Her Majesty's Woods

-to-

Messrs Rowe and  
Mitchell

-Lease-

of quarries of stone  
containing Eleven  
acres called "York  
Quarry" together  
with a building  
erected thereon  
formerly a Slaughter  
house.

Commences

1<sup>st</sup> Feby. 1898

Term of years 11<sup>th</sup>

Term ends 1<sup>st</sup> May 1909

Surface Rents

£10 and £12 p.a

ultimate dead rent

£50 per annum

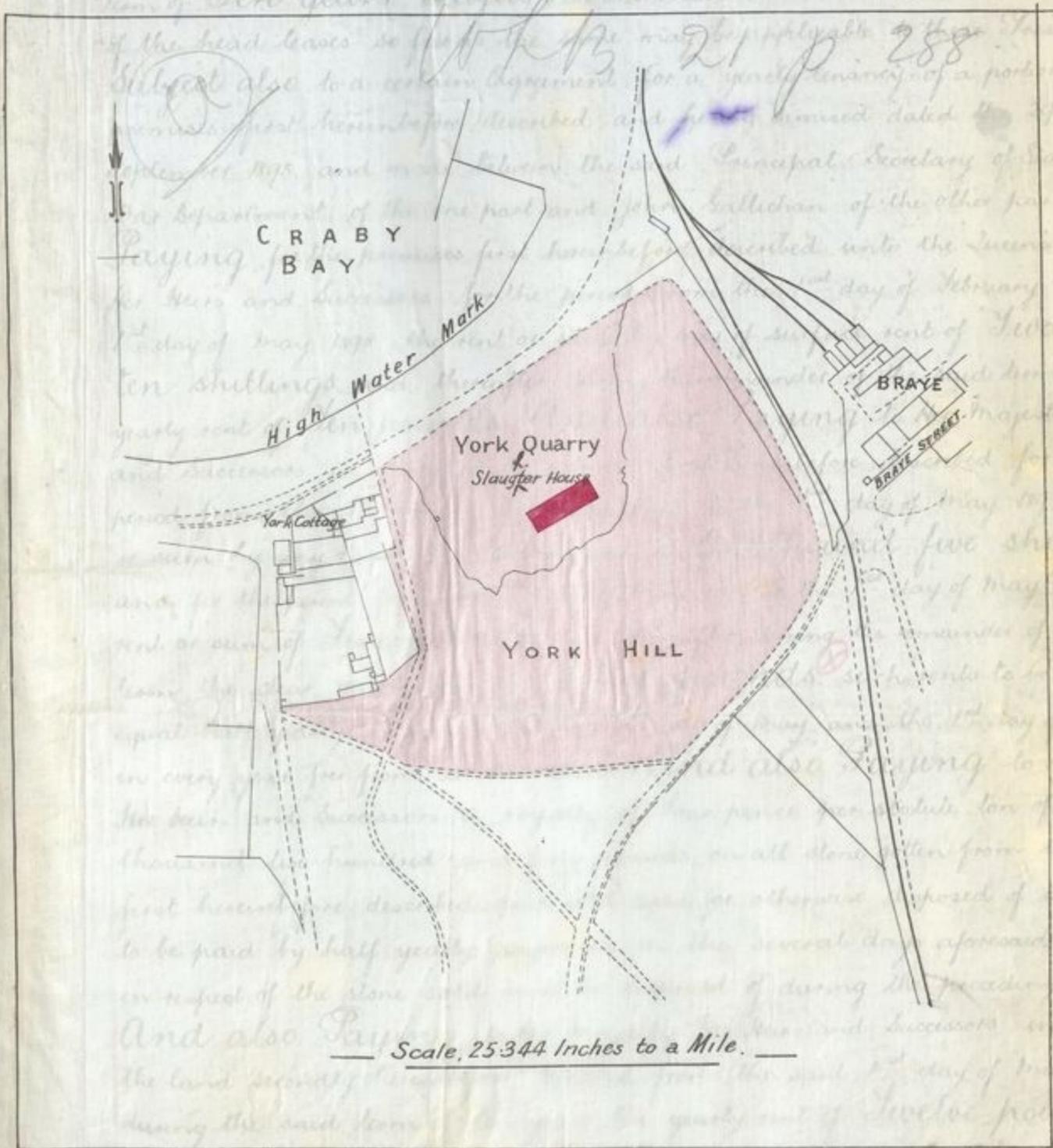
Royalty

4<sup>d</sup> per ton on stone  
gotten.

This Indenture made the 11<sup>th</sup> day of November 1899 Between  
The Queen's Most Excellent Majesty of the first part  
Edward Stafford Howard Esquire a Commissioner of Woods  
of the second part and Matthew Arscott Rowe of York Villa  
in the Isle of Alderney and Christopher Mitchell of 65  
E. Stafford Howard Arbulthnot Road New Cross London Quarry Owners and Merchants  
Esq. a Commissioner (hereinafter called "the Lessees") of the third part. Witnesseth  
that in consideration of the rents and royalty hereinafter reserved  
and of the covenants hereinafter contained ~~He~~ the said Edward  
Stafford Howard as such Commissioner as aforesaid in exercise of the  
powers of the Acts 10<sup>th</sup> George the Fourth Chapter 50 and 11<sup>th</sup> and  
15<sup>th</sup> Victoria Chapter 42 and of all other powers enabling him in this  
behalf and with the consent of the Lords Commissioners of Her Majesty's  
Treasury signified by their Warrant dated the third day of May  
One thousand eight hundred and ninety nine ~~Doth~~ on behalf  
of Her Majesty demise unto the lessees ~~First all that~~  
piece or parcel of land with the quarries veins and beds of granite  
and stone hereinafter called "stone" within under or upon the same  
and containing in the whole Eleven acres or thereabouts known as  
"York Quarry" and situate in the Isle of Alderney and delineated  
and coloured Pink on the Plan in the margin of these Presents  
And Secondly All that piece of land containing  
twenty perches or thereabouts with the building thereon coloured  
dark pink lately used as a Slaughter House by the State of  
Alderney and surrounded on all sides by the premises first  
hereinbefore <sup>described</sup> which premises firstly hereinbefore described are  
held together with other hereditaments by the lessor under a lease  
dated the 31<sup>st</sup> day of December 1897 and made between Her Majesty's  
Principal Secretary of State for the War Department of the one part  
and the said Edward Stafford Howard of the other part and which  
premises secondly hereinbefore described are held by the lessor under a  
lease dated the 10<sup>th</sup> day of November 1899 and made between Her Majesty's  
Principal Secretary of State for the War Department of the one part and  
the said Edward Stafford Howard of the other part and which leases  
are hereinafter referred to as the Head Leases) Together with the  
lawful use of all roads streams and watercourses upon the land ~~upon~~  
~~the land~~ first hereinbefore described and full power and authority to search  
for dig and carry away all the granite and stone hereinbefore demised and  
to make and erect all necessary pits shafts buildings and machinery  
roads and watercourses thereon (so far as the said Commissioner can

Rent increased by £60 as from 1/11/03 see WDTB. 288  
~~23 pp 340 and 343 349<sup>d</sup>~~

authorise the same) the Lessees making reasonable compensation to all person (if any) lawfully entitled thereto for all damage sustained by them by reason of the exercise of the powers hereby granted. To hold the said premises hereinbefore demised unto the lessees as to the premises first hereinbefore described from the 1<sup>st</sup> day of February 1898 for the term of Eleven years and one quarter of another year determinable as hereinafter mentioned, And as to the



paid into the hands of the Crown Receiver for the Isle of Alderney. Provided that no royalty shall be payable upon so much stone sold used or disposed of in any one year as would be sufficient according to the reservation hereinbefore contained to yield a sum equal to the respective

ertain

Rent increased by £60 as from 1/11/03 see WDB. 288  
~~23 pp 340 and 343 349<sup>d</sup>~~

authorise the same) the Lessees making reasonable compensation to all persons (if any) lawfully entitled thereto for all damage sustained by them by reason of the exercise of the powers hereby granted. To hold the said premises hereinbefore demised unto the Lessees as to the premises first hereinbefore described from the 1<sup>st</sup> day of February 1898 for the term of Eleven years and one quarter of another year determinable as hereinafter mentioned, And as to the premises secondly hereinbefore described from the 1<sup>st</sup> day of May 1899 for the term of Ten years Subject nevertheless to the reservations and conditions of the head leases so far as the same may be applicable to these Presents and Subject also to a certain Agreement for a yearly tenancy of a portion of the premises first hereinbefore described and hereby demised dated the 29<sup>th</sup> day of September 1895 and made between the said Principal Secretary of State for the War Department of the one part and John Gallichan of the other part. Paying for the premises first hereinbefore described unto the Queen's Majesty Her Heirs and Successors for the period from the 1<sup>st</sup> day of February 1898 to the 1<sup>st</sup> day of May 1898 the rent or sum by way of surface rent of Two pounds ten shillings and thereafter during the remainder of the said term the clear yearly rent of Ten pounds And also Paying to Her Majesty Her Heirs and Successors in respect of the premises first hereinbefore described for the period from the 1<sup>st</sup> day of February 1898 to the 1<sup>st</sup> day of May 1898 the rent or sum by way of dead or certain rent of One pound five shillings and for the period from the 1<sup>st</sup> day of May 1898 to the 1<sup>st</sup> day of May 1899 the rent or sum of Five pounds and thereafter during the remainder of the said term the clear yearly rent of Fifty pounds such rents to be paid by equal half yearly payments on the 1<sup>st</sup> day of May and the 1<sup>st</sup> day of November in every year free from all deductions. And also Paying to Her Majesty Her Heirs and Successors a royalty of Four pence per statute ton of Two thousand two hundred and forty pounds on all stone gotten from the land first hereinbefore described and sold used or otherwise disposed of such royalty to be paid by half yearly payments on the several days aforesaid for and in respect of the stone sold used or disposed of during the preceding half year And also Paying to Her Majesty Her Heirs and Successors in respect of the land secondly hereinbefore described from the said 1<sup>st</sup> day of May 1899 during the said term of ten years the yearly rent of Twelve pounds by equal half yearly payments on the 1<sup>st</sup> day of May and the 1<sup>st</sup> day of November in every year all which said rents and royalty hereinbefore reserved shall be paid into the hands of the Crown Receiver for the Isle of Alderney.

Provided that no royalty shall be payable upon so much stone sold used or disposed of in any one year as would be sufficient according to the reservation hereinbefore contained to yield a sum equal to the respective

or share

certain or dead rents respectively of Five pounds and Fifty pounds payable hereunder for such year.

And the Lessees do for themselves jointly and each of them doth for himself separately covenant with the Queen's Majesty Her Heirs and Successors in manner following (that is to say):

1. To pay unto the Queen's Majesty Her Heirs and Successors the said rents and royalty hereinbefore respectively reserved at the times and manner hereinbefore appointed for payment thereof respectively. And that if default shall be made for the space of twenty one days in payment of the aforesaid rents and royalty respectively or any part thereof respectively then and so often as the case shall happen the Lessor or his Agent may distrain all or any stone machinery engines implements utensils carts carriages horses or other live or dead stock upon or under the land hereinbefore described or upon any other land which may for the time being be in the occupation of the Lessees or any of them and all other the goods chattels and effects of the Lessees or any of them wheresoever the same may be found and sell and dispose of the same towards satisfaction and payment of the arrears of the said rents and royalty and of all costs and charges incident to or occasioned by such distress and sale.
2. To pay during the said term the land tax and all other taxes rates rentcharges assessments and impositions whatsoever now or hereafter to be charged or imposed in respect of the said demised premises either under any existing or future Act of Parliament or Order in Council.
3. During the said term of ten years hereinbefore granted as often as occasion shall require to well and substantially repair uphold cleanse and keep in repair the building upon the land secondly hereinbefore described and all walls posts pales and fences and all other appurtenances belonging thereto and at the end or sooner determination of the said term to surrender and yield up to the Lessor such premises together with all additions and improvements thereto and all windows window shutters doors locks keys bolts bars and fastenings whatsoever and all other things at any time fixed or fastened to the said premises so as to form part of the freehold thereof in good and substantial repair.
4. At all times during the said term to keep all buildings for the time being on the said land secondly hereinbefore described insured in some or one of the Public Fire Insurance Offices in London or Westminster approved of by the Lessor in the joint names of

the Queen's Majesty Her Heirs and Successors and of the Lessees in a sum or sum or equal to three fourth parts at the least of the full value thereof respectively And whenever required so to do to show to the Lessor or to Her Majesty's said Receiver the Policy or Policies of such Insurance and the receipts or receipt for premium in respect thereof for the current year And if such Insurance shall not be effected or kept on foot or if the said Policy or Policies and receipt or receipts shall not be produced as aforesaid then the Lessor may insure the said buildings or any of them in the amounts hereinbefore mentioned or in any less amount in such name or names as he may deem proper and may recover all moneys paid for such purpose as set out under the reservation for that purpose hereinbefore contained And all moneys payable under any Insurance or Insurances shall immediately after the receipt thereof be applied in rebuilding and reinstating the building or buildings in respect of which the same shall be paid to the satisfaction of the Lessor or his Architect or Agent according to such plan as the Lessor may by writing approve of And that in case the moneys so received shall not be sufficient for that purpose the Lessees will make good the amount of every such deficiency.

5 To paint three times over with good and proper oil colors in a workmanlike manner and to the satisfaction of the Lessor or his Architect all the outside parts ~~all the outside parts~~ usually painted of all buildings for the time being on the said land <sup>secondly</sup> hereinbefore described in the fifth and tenth years of the said term and the inside parts usually painted of such buildings in the eighth year of the said term.

6 Not to erect any <sup>additional</sup> building upon the said land <sup>secondly</sup> hereinbefore described other than such as shall have been previously approved of in writing by the Lessor or his Architect or cut or injure any of the principal timbers or walls nor make any alteration whatsoever in the plan or elevation of any of the buildings for the time being on such land either internally or externally without the previous approval in writing of the Lessor.

7 To search for and dig forthwith stone in proper and likely places within and upon the said land firstly hereinbefore described and with at the least twenty five good and able bodied quarrymen and workmen ~~in the said Island~~ continuously employed fairly and efficiently to work and carry on all the quarries and works for the time being opened upon the said land according to the best improved system of working in the Island and to the satisfaction of the Lessor but subject to any enforced delay or suspension at any time during the said term owing to any Strike or combination of workmen which may affect the demised premises.

8. To remove and carry away at all times during the said term from and out of the said quarries and works all the rubbish and deads which shall from time to time be produced in working the same and deposit the said rubbish and deads in such place or places as shall be approved of in writing by the Lessor or his Agent For the purpose of carrying out such removal the Lessees shall be entitled so far as the Lessor has power to authorize the same to use the waste or shore ground of Crabby Bay at such places as may be pointed out by the Lessor or his Agent. But this shall not be held to express or imply the grant of any right of way over land not under the management of the Lessor.
9. To construct and erect at their own expense such engines or other machinery and works for working the said quarries in manner aforesaid as shall be certified by such experienced person as shall be from time to time in that behalf appointed by the Lessor to be necessary for that purpose And with all convenient speed after getting the said stone to cause the same to be respectively cleansed dressed or otherwise made marketable.
10. To keep legible books of account with correct entries of the quantity of the stone respectively gotten, cleansed dressed and made marketable and of the persons to or by whom and the times at which the same shall be sold used or disposed of and at all times when required to produce such books of account to Her Majesty's Agent for the time being and permit him to take extracts therefrom or copies thereof the Lessees giving any explanation that may be required in relation thereto and to permit the Lessor or Her Majesty's said Receiver to be present at the weighing of the stone wherever the same may be weighed and to keep an account thereof and check the account kept thereof by the Lessees.
11. To deliver to the Lessor or to Her Majesty's said Receiver or Agent within ten days next after the 1<sup>st</sup> day of May and the 1<sup>st</sup> day of November in each year and at such other times during the said term as the Lessor shall in writing require the same and also within ten days after the expiration or sooner determination of the said term a correct and legible account in writing of the quantity and (if required) of the quality of the stone which during the preceding year and such other time as shall be required by such notice as aforesaid shall have been gotten and cleansed

dressed or otherwise made marketable and also of the quantity which during the like period shall have been sold used or otherwise disposed of clearly expressing therein if the lessor shall so require the names of the persons to or by whom and the times at which the same respectively shall have been sold used or disposed of every such account being if required first verified by a Statutory Declaration by the Lessees or their chief or only Agent for the time being And within the same periods and at such other times as aforesaid to deliver if required to the Lessor or to Her Majesty's Receiver or Agent a correct plan and measurement signed by the Lessees or their chief or only Agent of the lands under or from which the said stone shall have been gotten as aforesaid and of the workings and cuttings of and in the said quarries distinctly shewing the course and extent thereof and also to keep a like plan and measurement at the quarries or works or at the Office belonging thereto and permit the Lessor and his Agent at all times to inspect the same.

12. To erect at their own expense at such points as shall be indicated by the Lessor or his Agent legibly marked with a broad arrow substantial boundary posts or stones
13. To keep and uphold at all times during the said term and to leave at the expiration or sooner determination thereof the quarries and works comprised in this demise or such of them as for the time being can be worked to benefit and all boundary posts and stones pits soughs shafts levels drains ways paths fences fencing to pits soughs and openings and other works cottages warehouses buildings machinery and other matters and things thereto belonging in proper order condition and repair but nevertheless the Lessees may (unless the said term shall be determined by reentry) remove at the end or sooner determination of the said term but not afterwards all the stone then gotten but not sold used or disposed of and also all engines tools machinery or working gear belonging to them the Lessees in or about the said quarries works and premises (but not the stone or brick work roofs or timbers belonging thereto or erected or used for the protection thereof) first giving to the Lessor the option of purchasing the same or any part thereof at a fair valuation to be made by two indifferent persons one to be chosen by the Lessor and the other by the Lessees or by an Umpire to be nominated by such two persons before they proceed upon their valuation and all such last mentioned stone shall be subject to a royalty at the rate aforesaid
14. That the Lessor and his Agent may at all reasonable times with or without workmen or assistants enter into and inspect the said quarries works and premises and the state and condition thereof and that the Lessees.

- will render every reasonable assistance to the Lessor his agents and workmen or assistants in the examination aforesaid when required
15. Not to commit any unnecessary damage spoil or waste in or upon the land hereinbefore described in the exercise of the powers hereby granted and during the said term to keep all pits soughs openings and other works in or upon the said land that can be worked to advantage fenced round in a proper and substantial manner to the satisfaction of the Lessor and the Superior Landlord and to fence round or fill up level and cover in in a proper and substantial manner to the like satisfaction all such pits soughs and other works as may have been wrought out or can no longer be worked to advantage and restore the surface of the land injured by such workings and to make reasonable and fair compensation to every person lawfully entitled thereto on account of any injury or damage sustained by him by reason or in consequence of the said works or of the exercise of the powers hereby granted and indemnify the Queen's Majesty Her Heirs and Successors from all actions claims and demands on account of any such injury or damage.
16. Not at any time to assign underlet or otherwise part with the demised premises or any part thereof for the whole or any part of the term hereby granted without the consent in writing of the Lessor for that purpose first had and obtained and to procure all assignments which shall be made of these Presents or of the premises hereby demised or any part thereof and all Orders of Court affecting the same and all Probates of Wills and Letters of Administration affecting this lease or the term hereby granted to be within six calendar months from the respective dates thereof intolled in the Office of Land Revenue Records and Inrolments and minutes or docketts thereof respectively to be entered in the Office of the Commissioners of Woods and to pay the usual fees therefor.
17. At all times during the said term to duly perform and observe all the covenants agreements and provisions affecting the said premises hereby demised which are contained in the Head Leases of the said premises and on the part of the Lessee thereunder to be performed and observed except the covenants for payment of rent and royalties and not at any time to permit or suffer anything whereby the said Head Leases or either of them may be voided or forfeited and at all times to keep indemnified the Lessor against all actions proceedings costs damages claims demands and liability for or in respect

of any breach which may be committed during the said term of any of the said covenants agreements and provisions except as aforesaid.

18. Provided always that nothing herein contained shall preclude the lessor from granting the use of the tramways roads streams and watercourses made or to be made on the said land and power to make tramways roads and watercourses thereon to any other person or persons as he may think fit or from granting to any other person or persons any rights of wayleave or waterleave through or over any of the quarnes and hereditaments hereby demised paying or reserving therefor to the lessees such reasonable compensation (if any) as may be agreed on or as may be fixed by two Arbitrators or their Umpire to be appointed as hereinbefore mentioned.
19. Provided also that if any rent or royalty hereby reserved shall be in arrear for twenty days or if there shall be a breach of any of the covenants hereinbefore contained, or if any company formed for working the stone hereby demised shall be wound up or if the lessees shall either voluntarily or involuntarily do or suffer any act or thing whereby or in consequence whereof their interest in the premises hereby demised shall without such consent as aforesaid become vested in any person or persons whomsoever except by bequest or by representation as executor or administrator, then and in any of the said cases the lessor may reenter upon and retain possession of the demised premises together with all engines tools machinery and other working gear stone and other matters then being on such premises in all respects as if these Presents had not been made. And in case of any such reentry there shall be payable by the lessees to the Queens Majesty Her Heirs and Successors in addition to any rent or royalty then due a proportionate part of the accruing rent and royalty for the then current half year up to the day on which such reentry shall have been made.
20. Provided also that the lessees may on the 1<sup>st</sup> day of May 1899 determine the said term upon giving to or leaving at his usual Office for the time being in London for the lessor not less than one calendar month's previous notice in writing of their intention so to do and paying the several rents and royalties hereby reserved and performing and observing the covenants and agreements by the lessees herein contained up to the day of the said term being so determined.
21. And it is agreed that the term "lessor" herein means the person or persons for the time being by law entitled to the management and direction of the reversion of the demised premises. And that all rights and obligations of the lessees under these Presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons whom such interest shall for the time being be vested.

And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolment and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments.

In witness whereof the said parties to these Presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

(sd) E. Stafford (L.S.) Howard.

(sd) Mr. A. Rowe (L.S.)  
C. Mitchell (L.S.)

Signed Sealed and delivered by the within named Edward Stafford Howard in the presence of

Chas. E. Howlett

1, Whitehall Place

London SW

Signed Sealed and delivered by the within named Matthew Arscott Rowe in the presence of

W. J. Chapman

Alderney, C.I.

Clerk

Signed Sealed and delivered by the within named Christopher Mitchell in the presence of

Geo. Mitchell

27 Belvedere Road

Lambeth SE

Accountant

I certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records and Inrolments and an entry thereof made or filed by me.

30<sup>th</sup> November, 1899.

*[Handwritten initials]*  
**L.R.R.**

Maurice Hewlett.

Keeper of the Records.

Dated  
30<sup>th</sup> Nov<sup>r</sup> 1899

—  
Dean  
Forest

—  
E. Stafford Howard  
Esq<sup>r</sup>: a Comm<sup>r</sup>  
His Majesty's Wood  
— and —  
Mr John  
Bradley

—  
E. Stafford  
Esq<sup>r</sup>  
of the  
Dean Forest

Decd 1897-50

This Indenture made the 21<sup>st</sup> day of November 1899 Between  
 The Queens Most Excellent Majesty of the first part Edward  
 Stafford Howard Esquire the Commissioner of Her Majesty's Woods Forests  
 and Land Revenues in charge of the Land Revenues of the Crown in the  
 Forest of Dean in the County of Gloucester of the second part and John  
 Bradley of Ruardean Woodside Ruardean near Mitcheldean in the County  
 of Gloucester Public House Keeper of the third part Whereas by an  
 Indenture of Release and Conveyance dated the 19<sup>th</sup> day of May 1851 and  
 made between James Brookes and Mary Ann his Wife of the first part William  
 Watkins and Eliza his Wife of the second part and Enoch Bradley of the  
 third part the piece of land hereinafter described and hereby conveyed to Her  
 Majesty was inter alia conveyed and assured to the said Enoch Bradley  
 subject to a certain Indenture of Mortgage dated the 9<sup>th</sup> day of November  
 1848 in favor of Jane Terrett for the sum of Twenty pounds and interest  
 And whereas Enoch Bradley duly made his last Will dated the 29<sup>th</sup>  
 day of July 1889 whereby after devising certain cottages and garden land  
 therunto adjoining situate at Ruardean Woodside to his two Nephews and a  
 Public House situate on Ruardean Hill known as "The Roebuck" to his brother  
 the said John Bradley for life gave and devised all the rest of his real  
 estate and all his personal estate and effects whatsoever unto his Brother the  
 said John Bradley to and for his own absolute use and benefit he thereout  
 paying his just debts funeral and testamentary expenses and thereby appointed  
 his said brother sole Executor of his Will And whereas the Testator  
 died on the 1<sup>st</sup> day of April 1897 and his Will was proved in the District  
 Registry at Gloucester by the said John Bradley on the 11<sup>th</sup> day of May 1897  
 And whereas the debts funeral and testamentary expenses so charged on  
 the estate as aforesaid and the said mortgage debt of Twenty pounds in  
 favor of Jane Terrett above recited have been paid and discharged  
 And whereas the said Edward Stafford Howard as such Commissioner  
 as aforesaid has on behalf of Her Majesty agreed with the said John Bradley  
 to grant and convey to him the piece of land and premises first herein-  
 after described in exchange for the parcel of land and premises secondly  
 hereinafter described Now this Indenture witnesseth that  
 in pursuance of the said agreement and in consideration of the Conveyance  
 hereinafter made He the said Edward Stafford Howard as such  
 Commissioner as aforesaid in exercise of the powers of the Acts 10<sup>th</sup> George  
 the Fourth Chapter 50 and 14<sup>th</sup> and 15<sup>th</sup> Victoria Chapter 42 and of  
 all other powers enabling him in this behalf doth on behalf of the  
 Queen's Majesty grant and convey unto the said John Bradley  
 All that piece or parcel of land containing ten perches or thereabouts  
 situate

Dated

21<sup>st</sup> Nov<sup>r</sup> 1899

Dean

Forest

E Stafford Howard

Esq<sup>r</sup> a Comm<sup>r</sup> of

Her Majesty's Woods

- and -

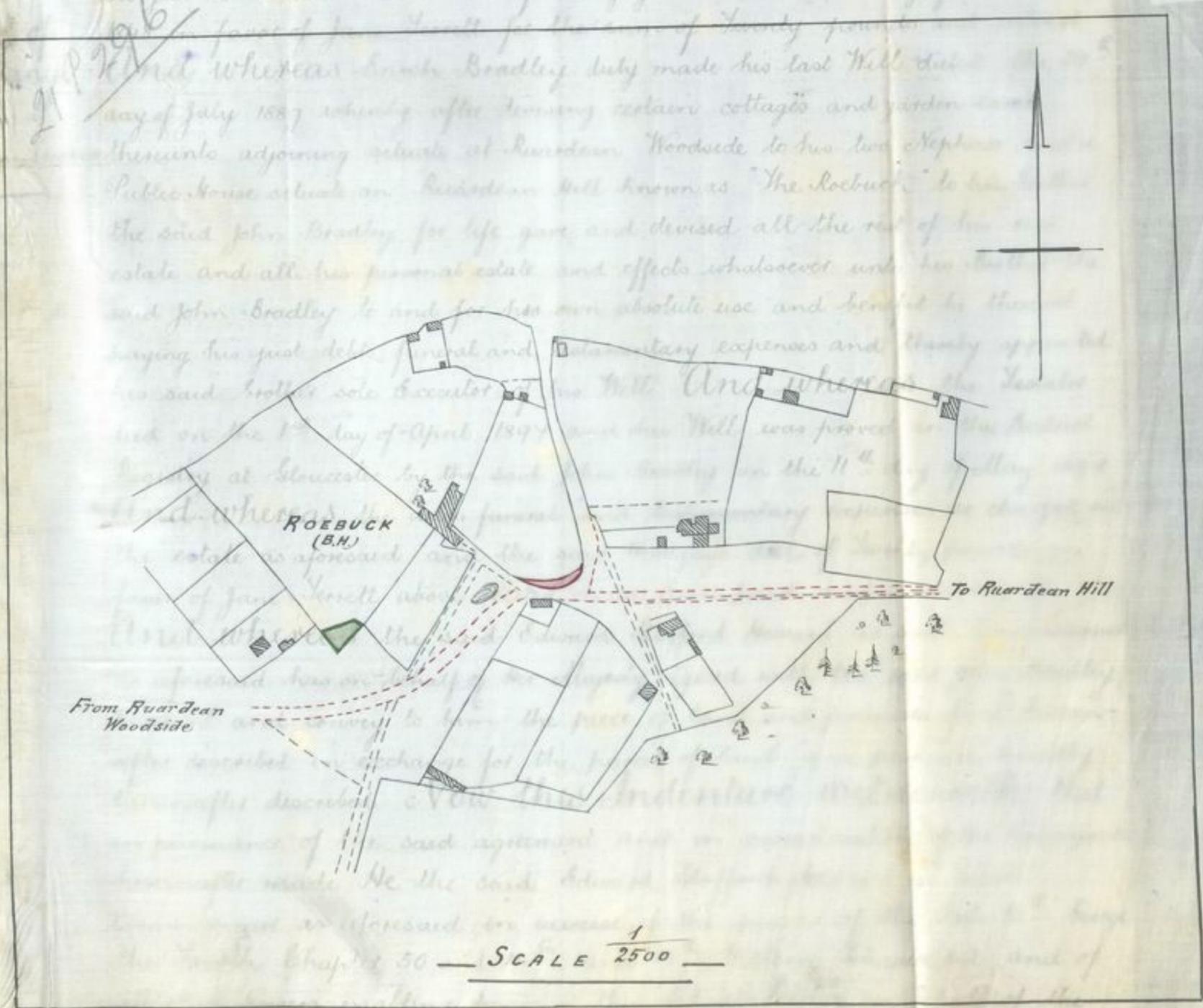
Mr John

Bradley

Decd 1899-00

Dated 21<sup>st</sup> Nov 1899  
—  
Dean Forest  
—  
E Stafford Howard  
Esq<sup>r</sup> a Comm<sup>r</sup> of  
Her Majesty's Woods  
— and —  
Mr John  
Bradley

This Indenture made the 21<sup>st</sup> day of November 1899 Between  
The Queens Most Excellent Majesty of the first part Edward  
Stafford Howard Esquire the Commissioner of Her Majesty's Woods Forests  
and Land Revenues in charge of the Land Revenues of the Crown in the  
Forest of Dean in the County of Gloucester of the second part and John  
Bradley of Ruardean Woodside Ruardean near Mitcheldean in the County  
of Gloucester Public House Keeper of the third part Whereas by an  
Indenture of Release and Conveyance dated the 19<sup>th</sup> day of May 1851 and  
made between James Brookes and Mary Ann his Wife of the first part William  
Watkins and Eliza his Wife of the second part and Enoch Bradley of the  
third part the piece of land hereinafter described and hereby conveyed to Her  
Majesty was inter alia conveyed and assumed to the said Enoch Bradley



that this  
deposit  
and Indenture  
Keeper of  
of the  
deals the  
Edward  
Matthew  
Christopher  
the  
thereof

in full field of parcel of same containing  
situate

situate at Ruardean Woodside in Ruardean Walk in the Forest of  
 Dean aforesaid and more particularly described on the Plan drawn  
 in the margin of these Presents and thereon colored green **Save  
 and except** out of this grant all mines minerals stone and  
 other substrata whether of a metallic or of any other nature within  
 under or upon the said land and premises with full power from  
 time to time and at all times forever hereafter to enter upon search  
 for work use raise and carry away and enjoy the same as fully  
 and effectually to all intents and purposes as if this Grant had  
 not been made **And also save and except** full power  
 from time to time and at all times hereafter to search for work  
 drain use raise carry away and enjoy any other mines minerals  
 stone and substrata belonging to Her Majesty and lying beyond  
 the limits of the land and premises hereby granted through or  
 over the same as fully and effectually to all intents and purposes  
 as if this grant had not been made **To hold** the said  
 premises hereby conveyed (subject nevertheless to all the rights  
 powers and privileges of all present and future holders or grantees  
 of any gales leases or licences of or concerning any mines or minerals  
 according to the laws customs and regulations of the Forest of Dean)  
 unto and to the use of the said John Bradley in fee simple  
**And this Indenture further witnesseth** that in  
 further pursuance of the said agreement and in consideration of  
 the conveyance hereinbefore made **He** the said John Bradley  
 as Beneficial Owner **Doth hereby grant and convey**  
 unto the Queen's Most Excellent Majesty Her Heirs and Successors  
 All that piece or parcel of land containing seven perches and  
 one half of another perch or thereabouts being portion of a piece or  
 parcel of land called Waldings Patch situate lying and being  
 on Ruardean Hill in the Forest of Dean aforesaid and which  
 piece of land hereby conveyed is more particularly delineated and  
 described on the said Plan and thereon colored Pink **Together**  
 with the appurtenances **To hold** the same piece or parcel of  
 land and premises last hereinbefore described unto and to  
 the use of the Queen's Majesty Her Heirs and Successors in  
 right of Her Crown **And** the said John Bradley hereby  
 acknowledges the right of the Queen's Majesty Her Heirs Successors  
 and Assigns to production and delivery of copies of the above  
 recited Indenture of Release and conveyance of the 19<sup>th</sup> day of  
 May 1851 which is retained by the said John Bradley and

hereby undertakes for the safe custody thereof and hereby covenants with the Queen's Majesty that all obligations and liabilities imposed by law in respect of the said Deed shall be observed and performed not only at the request in writing of Her Majesty or of any person claiming through or under Her but also at the said Edward Stafford Howard's request in writing of a Commissioner for the time being of Her Majesty's Woods Forests and Land Revenues or of the Law Officers of the Crown And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. In witness whereof the said parties to these Presents of the second and third parts have hereunto set their hands and seals the day and year first above written

E. Stafford (L.S.) Howard

John (L.S.) Bradley

Signed Sealed and delivered by the within named Edward Stafford Howard in the presence of

Chas. E. Hewlett.  
Office of Woods  
1, Whitehall Place  
London.

S.W.

Signed Sealed and delivered by the within named John Bradley in the presence of

Maurice Wile  
Cinderford  
Timber Merchant

Henry Jenkins  
Cinderford  
Ironmonger.

I certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records and Inrolments and an entry thereof made or filed by me.

25<sup>th</sup> November 1899.

Maurice Hewlett.  
Keeper of the Records.

*LRR*

9-12-99

Highmeadow

J Davis

Permission

to maintain line  
of pipes and a  
pathway and also  
to light up a cave  
and maintain steps  
leading thereto

F2921  
File F931  
Sir.

Office of Woods &c.  
9<sup>th</sup> December 1899.

- Highmeadow -

In reply to your letter of the 16<sup>th</sup> instant I am directed by  
Mr Stafford Howard to state that he grants you permission during  
the pleasure of this Department -

- (1) To take water from the spring in Malscote Wood and for that  
purpose to maintain and use the line of pipes in and under  
the land the property of Her Majesty for the purpose of conveying  
water from the said spring to the Rocklea Tourist Hotel in the  
direction and situation shown by red dotted lines on the plan  
herewith enclosed and marked A
- (2) To maintain the pathway across the Crown land between  
your property and the road leading up to Symonds Yat Rock,  
in the direction shown by black dotted lines on the plan "A"
- (3) At your own expense to light up a certain cave in the rocks  
above the banks of the River Wye situate in Lady Park Wood  
at the spot indicated by the word "cave" on plan herewith  
enclosed and marked "B" and to maintain the flight of steps shown  
in the rocks leading up from the river to the cave as indicated  
by a red line on the plan "B" for the convenience of persons  
visiting or staying at the Rocklea Hotel

The permission is granted subject to the following terms  
and conditions -

Permission No. 1

All damage done to the land, trees or other property of Her Majesty  
or any adjoining owner by the inspection repairing or relaying of  
the said pipes or in consequence of any defect therein to be made  
good at your own expense to the satisfaction of the Deputy Surveyor  
of Highmeadow Woods

In the event of the permission being determined the pipes are to  
be taken up and the surface of the land to be made good to  
the like satisfaction.

Permission No. 2

The pathway is to be maintained in good repair and in the event  
of the permission being determined the gateway adjoining the Crown  
boundary is to be closed and the ground is if so required  
to be restored to its original condition to the satisfaction of the  
Deputy Surveyor within one month after such determination.

Permission No 3

The permission granted to you will confer on you no further control over the said cave than may be necessary for the purpose of shewing the same to persons visiting or staying at the Rocklea Hotel and all damage or injury which may at any time happen or be occasioned to the trees or other property of Her Majesty by the lighting up of the cave will have to be made good by you.

The steps or other approach to the cave are to be maintained in good repair by you to the satisfaction of the Deputy Surveyor.

The following acknowledgments for the easements contained in the permissions nos. 1, 2, and 3 are to be paid to the Deputy Surveyor in advance on the 10<sup>th</sup> October in each year during the continuance of the permission viz<sup>t</sup> —

In respect of no 1 an annual rent of £3-3-0; no 2 - 5/-; and no 3 - £2-0-0 amounting together to £5-8-0 per annum.

The first payment in respect of the year ending 10<sup>th</sup> Oct<sup>r</sup> 1900 to be made on the acceptance of this offer together with the proportionate part of the rents under the old licences up to the 10<sup>th</sup> Oct<sup>r</sup> last amounting to 18/9 which is arrived at as follows:—

(1) For pathway 1 <sup>st</sup> Jan <sup>y</sup> 1899 to 10 <sup>th</sup> Oct <sup>r</sup> 1899 at 3/- p. a.	£ s d 0 - 3 - 9
(2) For lighting up cave &c 5 <sup>th</sup> Apr <sup>l</sup> 1899 to 10 <sup>th</sup> Oct <sup>r</sup> 1899 at 1/2 p. a.	1 - 0 - 0
Less	1 - 3 - 9
(3) For water pipes &c paid in advance on 1 <sup>st</sup> Jan <sup>y</sup> 1899. From 10 <sup>th</sup> Oct <sup>r</sup> 1899 to 1 <sup>st</sup> Jan <sup>y</sup> 1900 at 1/1 p. a.	0 - 5 - 0
	£ 0 - 18 - 9

All or any of these easements will be terminable by one month's notice in writing.

If you desire to accept these terms I am to request that you will date sign and return to this Department and pay the sum of £6-6-9 to the Deputy Surveyor

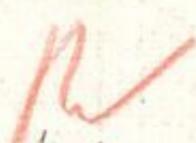
I am &c.

(sd) Chas. E. Newell

Mr. J. Davis

F 29214  
File F 931  
Sir.

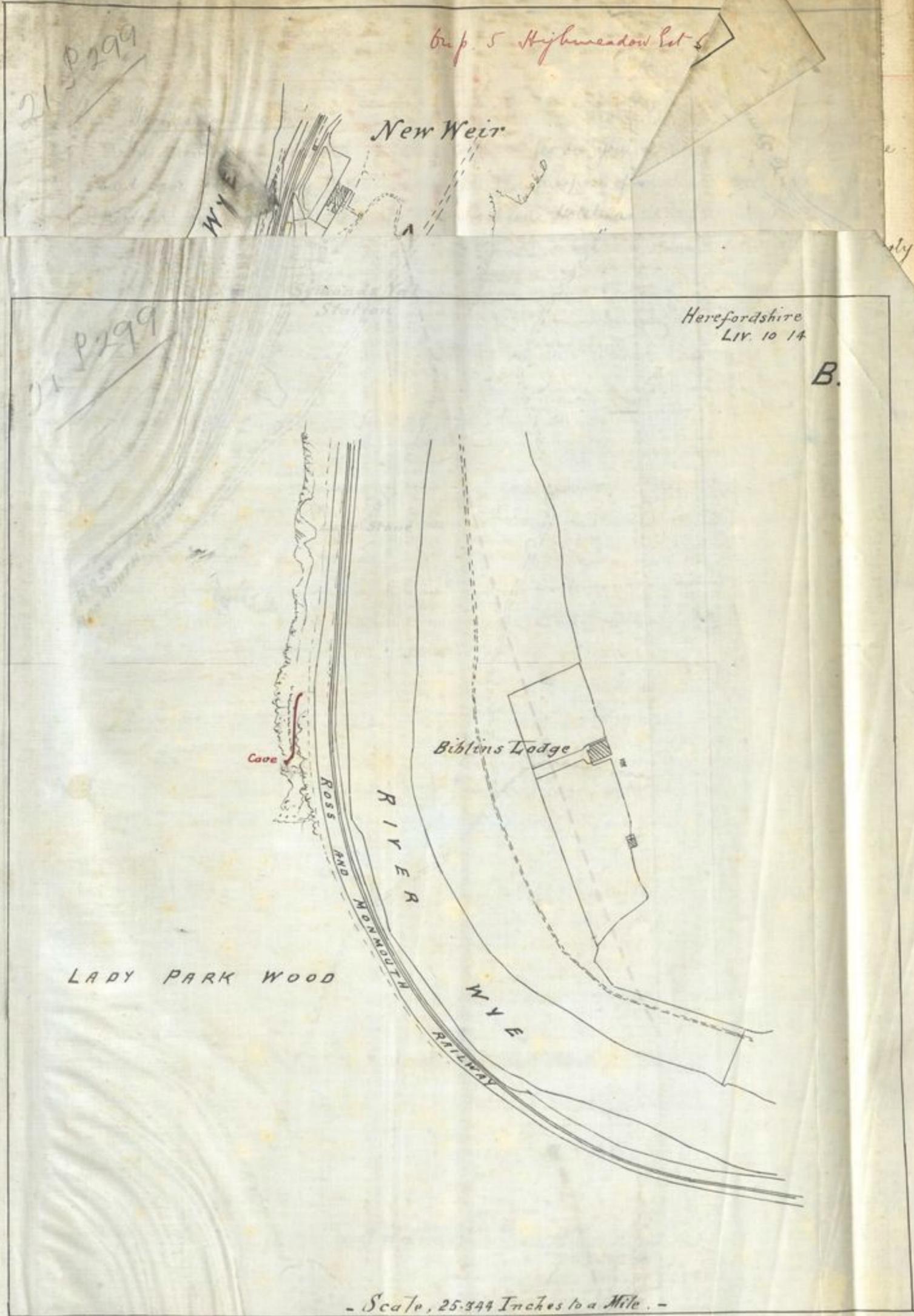
Rocklea Hotel,  
Symonds Yat  
15<sup>th</sup> December, 1899

  
— Highmeadow —

I beg to accept the offer contained in your letter of the 9<sup>th</sup> instant of permission during the pleasure of your Department —

(1) To take water from the spring in Maudscoe Wood and for that purpose to maintain and use the line of pipes in and under the land the property of Her Majesty for the purpose of conveying water from the said spring to the Rocklea Hotel.

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6 p. 5 Highmeadow Let 5

21 P299

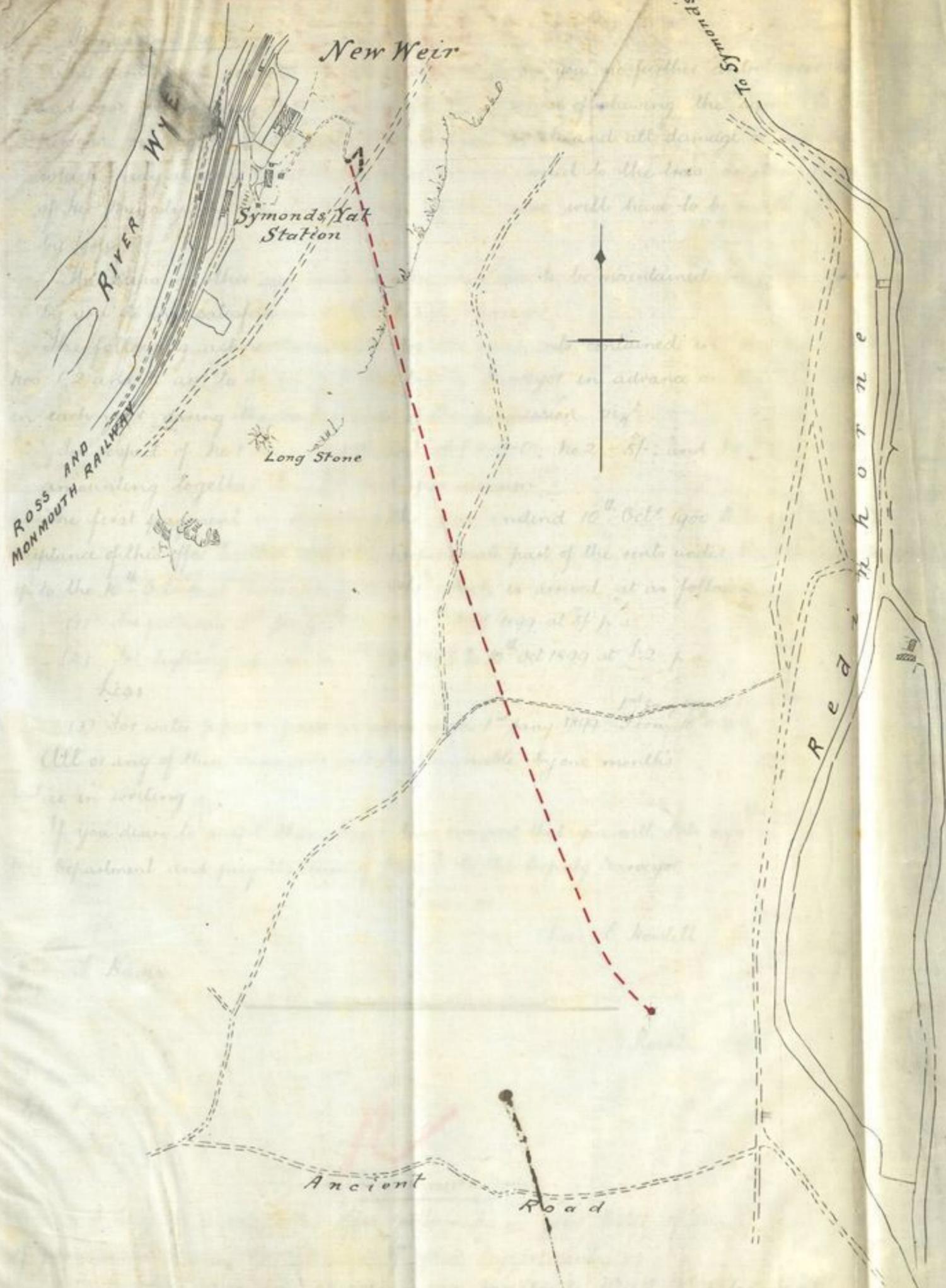
21 P299

to the Rocklea Hotel.

21 P 299

Map 5 Highmeadow Let Atlas

A



Scale, 25,344 Inches to a Mile.

to the Rocklea Hotel.

(2) To maintain the pathway across the brown land between my property and the road leading up to Symonds Yat Rock.

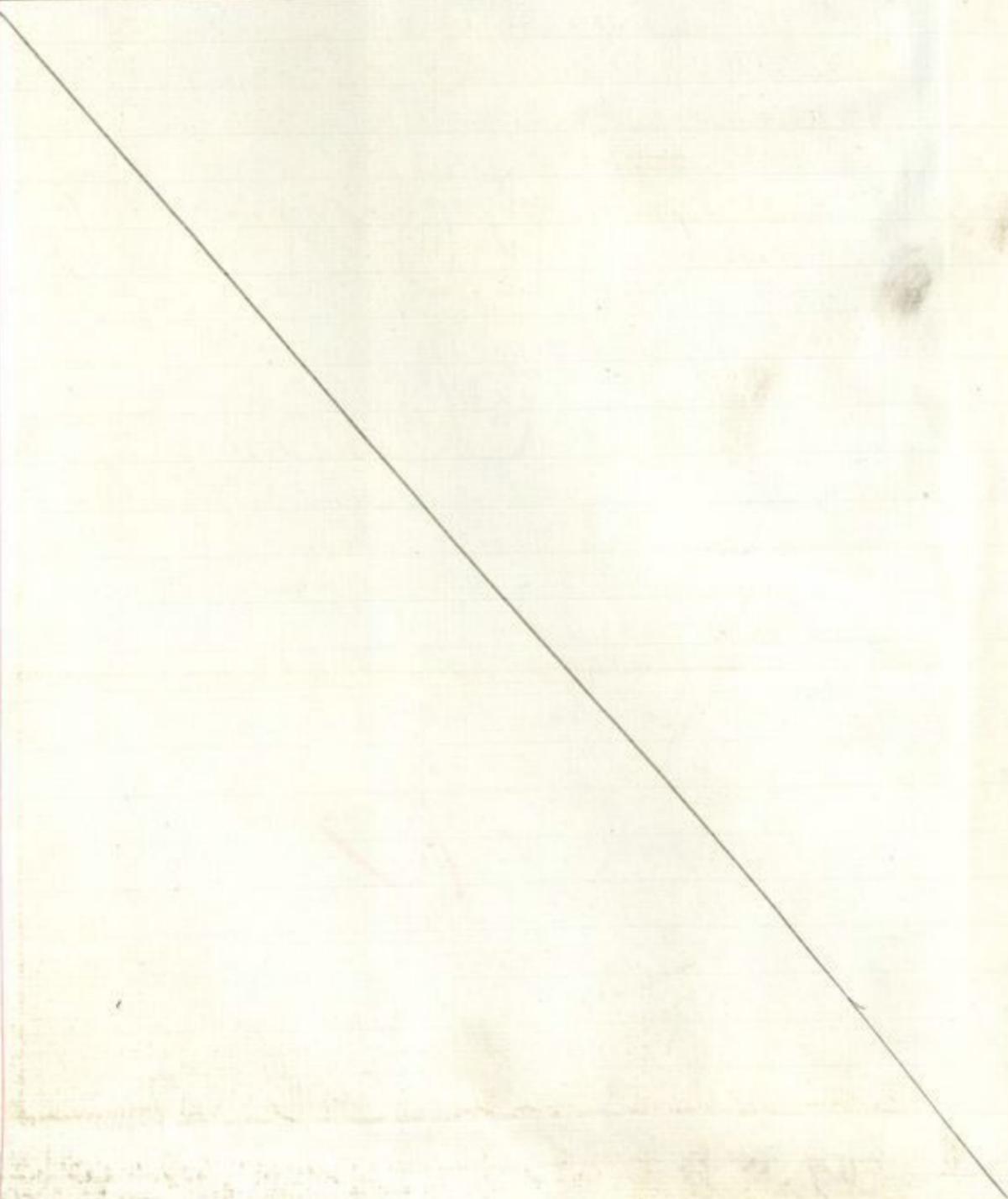
(3) At my own expense to light up a cave in the rocks above the banks of the River Wye situate in Lady Park Wood and to maintain a flight of steps hewn in the rocks leading up from the River to the cave for the convenience of persons visiting or staying at the Rocklea Hotel. —

all of which are indicated on the plans "A" and "B" which accompanied your letter, and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am &c

(sd) J. M. Davis.

E. Stafford Howard. Esq.  
PSY





*Copy*

**Articles of Agreement** made the  
*fourteenth* day of *December* ~ One Thousand  
 eight hundred and *ninety nine* Between THE QUEEN'S  
 MOST EXCELLENT MAJESTY of the first part EDWARD  
 STAFFORD HOWARD Esquire a Commissioner of Her Majesty's  
 Woods Forests and Land Revenues of the second part and *James*  
*Phelps of Edge Hills near Mitcheldean*  
*in the Forest of Dean. Mines.* —  
 (hereinafter called "the said Tenant") of the third part

THE said EDWARD STAFFORD HOWARD as such Commissioner  
 as aforesaid on behalf of Her Majesty hereby agrees to let to the said  
 tenant who hereby agrees with Her Majesty to take and rent as tenant  
 to Her Majesty ALL ~~THAT~~ *those five several*  
*pieces or parcels of land with*  
*the buildings thereon situate*  
*at Hazel Hill in the said —*  
*Forest of Dean and shewn by*  
*pink colour on the Plan*  
*annexed hereto which said*  
*pieces or parcels of land contain*  
*in the whole 1a, 1r, 35 $\frac{1}{2}$ p, or —*  
*thereabouts and are now lately in the*  
 occupation of *the said James Phelps*  
 together with the fixtures therein TO HOLD the same hereditaments  
 to the said tenant —

from the — 29<sup>th</sup> — day of *September 1898*  
 as tenant from year to year (the tenancy being however determinable  
 as after mentioned) at the yearly rent of £4 " 10 " 0  
 to be paid to *the Deputy Surveyor of the Forest of Dean*  
 free from all taxes rates and deductions whatsoever (except Landlord's  
 property tax) by equal Quarterly payments on the — 25<sup>th</sup> —  
 day of — *December* — the — 25<sup>th</sup> — day of  
*March* — the — 24<sup>th</sup> — day of — *June* —  
 and the — 29<sup>th</sup> — day of *September* in every year  
 the first Quarterly payment <sup>having become</sup> to be due on the — 25<sup>th</sup> —  
 day of *December 1898* — AND the said tenant  
 hereby agrees that he will pay to the Queen's Majesty the said yearly  
 rent of £4 " 10 " 0 — on the days  
 and in the manner aforesaid And will also pay the land tax sewer  
 rates and all other rates taxes and assessments whatsoever  
 (except the Landlord's property tax) now or hereafter to be imposed  
 in respect of the said premises Together with a proportionate part  
 thereof for the period which shall elapse between the Quarterly day  
 of payment next preceding the expiration of the said tenancy and the  
 day on which the same shall expire AND also will keep the said  
 premises and any fences and gates thereon in good repair and  
 condition and will not do or suffer any waste or damage to the said  
 premises and will at all times well and properly manage and  
 cultivate the said land and keep and leave the same clean and in good  
 heart and condition and will also keep the windows properly glazed  
 and mended and will on the determination of the tenancy hereby  
 created deliver up the said premises in good repair and condition to  
 the Queen's Majesty her heirs or successors or to the said EDWARD  
 STAFFORD HOWARD or other the Commissioner or Commissioners for  
 the time being of Her Majesty's Woods Forests and Land Revenues  
 having the Management of the said premises (hereinafter called "the  
 said Commissioner or Commissioners") or to whom he or they may

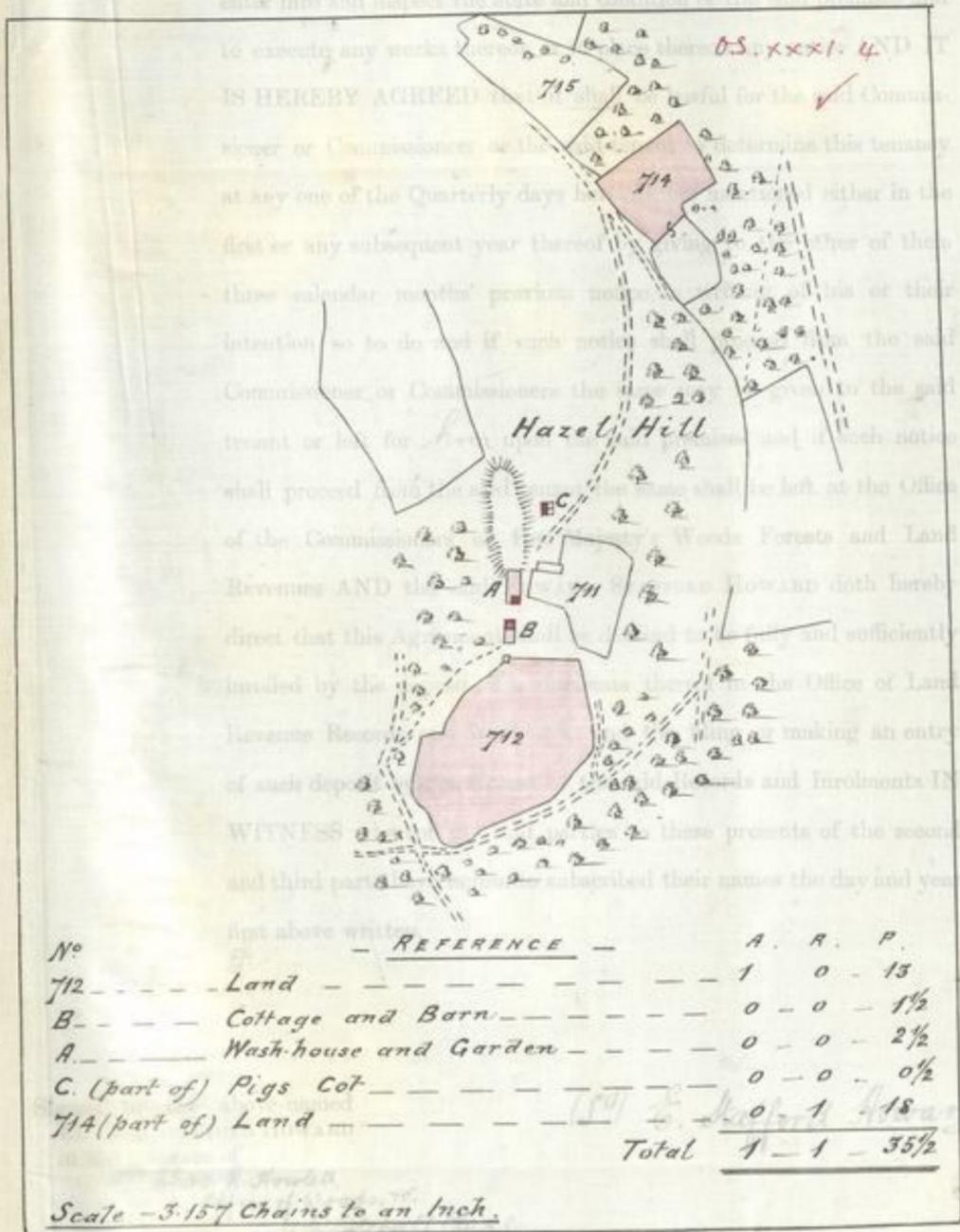
No  
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in the

LRH

appoint AND will permit the said Commissioner or Commissioners or

st of Dean



in the presence of

(sd) John Roberts,  
Herbert Lodge,  
Brown Keepers.

LRK

Certificate of Enrolment dated 15 Dec: 1899

appoint AND will permit the said Commissioner or Commissioners or his or their agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice AND IT IS HEREBY AGREED that it shall be lawful for the said Commissioner or Commissioners or the said tenant to determine this tenancy at any one of the Quarterly days hereinbefore mentioned either in the first or any subsequent year thereof by giving to the other of them three calendar months' previous notice in writing of his or their intention so to do and if such notice shall proceed from the said Commissioner or Commissioners the same may be given to the said tenant or left for *him* upon the said premises and if such notice shall proceed from the said tenant the same shall be left at the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues AND the said EDWARD STAFFORD HOWARD doth hereby direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

signed by the above-named  
EDWARD STAFFORD HOWARD  
in the presence of

(S<sup>d</sup>) *Chas. E. Howlett,*  
Office of Woods, &c.  
1, Whitehall Place.  
London. W.C.

(S<sup>d</sup>) *E. Stafford Howard*

signed by the above-named  
*James Phelps*  
in the presence of

(S<sup>d</sup>) *John Roberts,*  
Herbert Lodge.  
Brown Keepers.

(S<sup>d</sup>) *James Phelps*

*LRP*

*Certificate of Enrolment dated 15 Dec: 1899*

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PSY

Dated 18

EDWARD STAFFORD HOWARD, Esq.,  
a Commissioner of Her Majesty's Woods,

AND

AGREEMENT for letting

on a Yearly Tenancy from the

Rent £ \_\_\_\_\_ per Annum.

H & S<sup>r</sup> (467) - 1800 - 800 - 1.47

Island of  
Alderney

11<sup>th</sup> June. 1829.

Sale of  
Windmill to  
Elizabeth Le Bet.

À la Cour de l'Île d'Aurigny

Le vingt-Septième Juin 1829 devant Mons<sup>r</sup> Pierre Gaudion  
Juge. Present. Messieurs Thomas Le Cocq; Jean Le Bet.  
Nicos Barbenson; Nicolas Olivier et William Jos Sanford  
Jurés

Il a été permis à Mons<sup>r</sup> Jean Gaudion, Procureur  
de Dame Elizabeth Le Bet sa mère, de faire enregistrer sur  
le Livre des Contrats. Un contrat sous le Sceau de la Cour  
Royale de Guernsey signé de Daniel de Lisle Brock écuyer  
Baillif et de Jean La Serre et Josias Le Marchant écuyers Jurés  
de la dite Cour Royale.

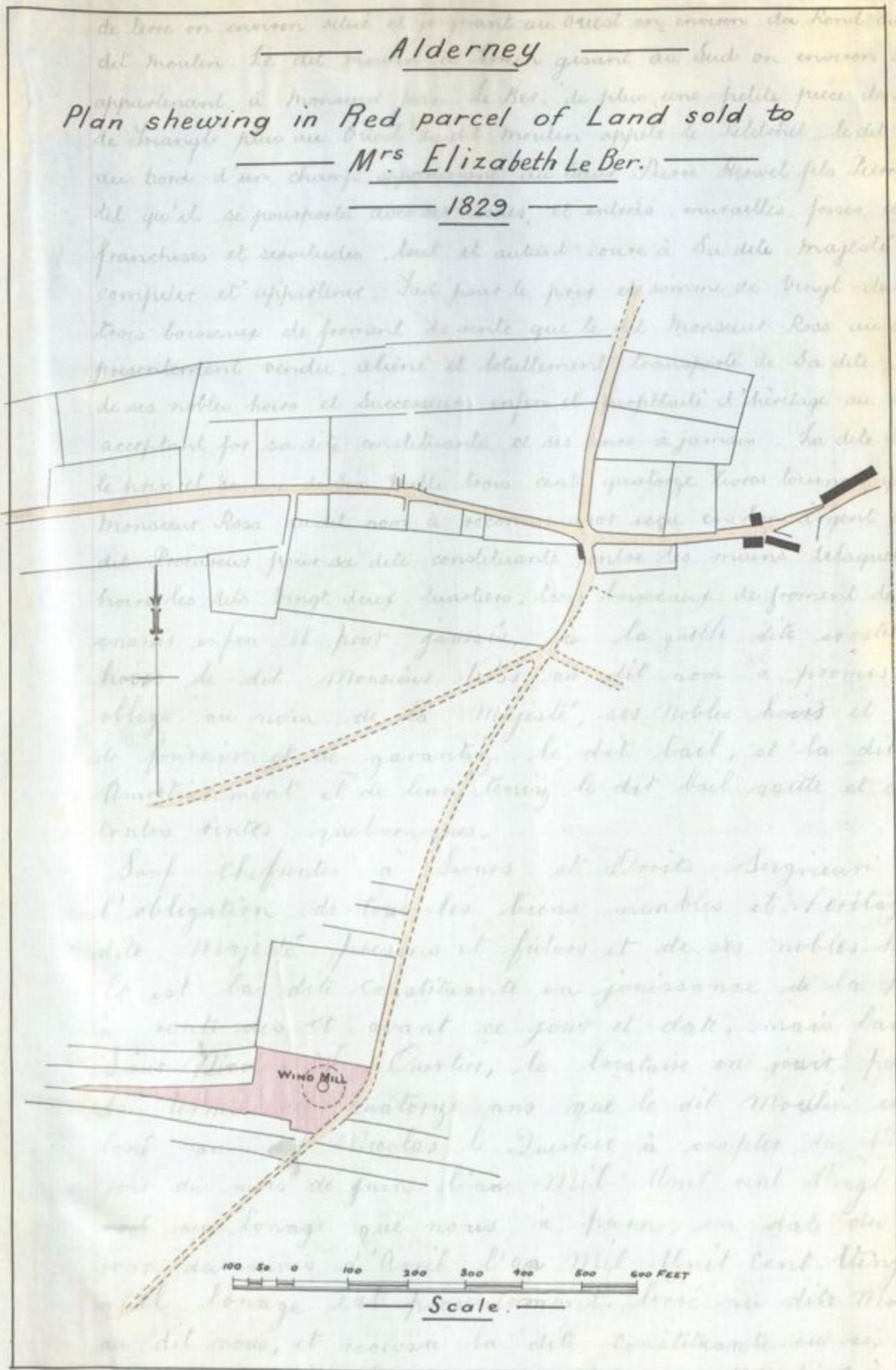
Fred Williams. Greffe.

A tous ceux qui ces présentes lettres verront ou oïront, Daniel de  
Lisle Brock Ecuyer Baillif de l'Île de Guernsey, sous notre Souverain  
Sire George Quatrième par la grâce de Dieu Roi du Royaume Uni  
de la Grande Bretagne et d'Irlande, Défenseur de la foi. Salut en  
Dieu. Savaas faisons que pas devant nous en la ville et Paroisse  
de St Pierre Port le vingtième jour du mois de Juin l'an mil huit  
cent vingt neuf et en présence de Jean La Serre et Josias Le Marchant  
écuyers Jurés de la Cour Royale de la dite Île, et été produit un  
contrat signé de justice dont la teneur suit.

Le onzième jour de mois de Juin l'an mil huit cent vingt-neuf,  
devant Mons<sup>r</sup> Le Baillif et Messieurs les Jurés de la Cour Royale de l'Île  
de Guernsey soussignés, à comparu personnellement l'Honorable Jean Ross,  
Major General au Service de sa Majesté Britannique Lieutenant  
Gouverneur des Îles de Guernsey, Aurigny et dépendances, lequel étant  
dûment autorisé à ce faire, ainsi qu'il a dit, de sa libre et franche  
volonté, a reconnu et confessé avoir fiéffé et vaillé à rente de sa dite  
Majesté et de ses nobles heirs et Successeurs enfin et perpétuelle  
d'héritage, à Monsieur Jean Gaudion, Procureur de Dame Elizabeth  
Le Bet sa mère, suivant à sa Procuration qui a paru sous le Sceau  
de la Cour de l'Île d'Aurigny en date du premier jour du mois  
de Juin l'an mil huit cent vingt-neuf lequel dit Procureur en  
en vertu du pouvoir à lui donné par la dite Procuration ~~est~~ qui  
l'autorise à ce faire, présent et acceptant pour sa dite constituante  
et ses heirs a jamais Savaas est un moulin à vent situé à  
la bouque en la Blaise de l'Île d'Aurigny communément  
appelé le neuf moulin avec un bout de champ de dis perches

de terre on environ situé et joignant au Ouest on environ du Rond du Terren du dit moulin. Le dit moulin et Terren gisant au Sud on environ d'un Clos appartenant à Monsieur Jean Le-Bes. de plus une petite piece de terre en forme de Triangle plus au Ouest du dit moulin appelle le Pelitchet. le dit pelitchet situé au bord d'un champ appartenant au Sieur Pierre Herwel fils Pierre. Le dit bail, tel qu'il se pourporte avec ses issues et entrées, murailles, fosses et reliefs, libertés, franchises et servitudes, tout et autant cove à Sa dite Majesté en part complet et appartenant. Fait pour le prix et somme de vingt-deux Quartiers trois boisseaux de froment de rente que le dit Monsieur Ross au dit nom à presentement vendu, aliéné et totalement transporté de Sa dite Majesté et de ses nobles hoirs et Successeurs enfin et perpétuité d'héritage au dit procureur acceptant for sa dite constituante et ses hoirs à jamais. La dite vente faite pour le prix et somme de six mille trois cents quatorze livres tournois que le dit Monsieur Ross audit nom à reconnu avot reçu en bon argent comptant du dit Procureur pour sa dite constituante, entre les mains de laquelle et de ses hoirs les dits vingt deux Quartiers, trois boisseaux de froment de rente demureront enustis enfin et pour jamais, à la quelle dite constituante et ses hoirs le dit Monsieur Ross au dit nom à promis et s'est obligé au nom de la Majesté, ses Nobles hoirs et successeurs de fournir et de garantir le dit bail, et la dite vente et Amortissement et de leur tenir le dit bail quitte et exempt de toutes rentes quelconques.

Sauf chefrentes à Sieurs et Droits Seigneuriaux, sur l'obligation de tous les biens meubles et heritages de sa dite Majesté presens et futurs et de ses nobles hoirs et successeurs. Et est la dite constituante en jouissance de la presente piece à rente des et avant ce jour et date, mais laissera le Sieur Nicolas Le Quartier, le locataire en jouit, pendant le reste du terme de Quatorze ans que le dit Moulin et terrain est loné au dit Nicolas le Quartier à compter du vingt cinquième jour du mois de juin l'an Mil Unit cent vingt Sept, suivant ~~et~~ au lonage que nous à parn, en date du cinquiesme jour du mois d'Avril l'an Mil Unit cent vingt Sept, le quel lonage est presentement livré au dit Monsieur Gaudin au dit nous, et recevra la dite constituante ou ses hoirs le loyer stipulé au dit lonage a compter du vingt cinquiesme jour du mois de Décembre dernier. Et n'a été besoin de longé pour faire l'Acquit de la dite rente attendu que la Majesté recoit tous droits Seigneuriaux au la dite Ile D'Aurégny le Gouverneur en Chef de la dite Ile n'ayant point droit à aucun des



Alderney  
 Plan shewing in Red parcel of Land sold to  
 Mrs Elizabeth Le Ber.  
 1829

100 200 300 400 500 600 FEET  
 Scale.

faire l'Acquit de la dite rente attendu que la Majesté recolt tous  
 droits Seigneuriaux au la dite I'le D'Ausigny le Gouverneur  
 en Chef de la dite I'le n'ayant point droit à aucun des

revenus d'icelle ainsi que le dit Monsieur Ross  
au dit nom la declare. En témoignage desquelles  
choses le Secour du Baillage de la dite Ile de  
Guernesey à ses presentes lettres est mis et apposé  
(Signes) Daniel de Lisle Bailliff  
Jean La Serre Josias Le Marchant.

Locus  
Sigille

Collationné sur l'original  
Pierre Gauvain Juge.  
Nicolas Ollivier.

Thomas Le Cocq.  
Enregistré Liv. 32. Folio. 332.

(Extrait des Registres)  
James P. Renier  
Greffier de la Reine  
Aurigny. ce 20 Mars 1899.

Dean Forest. 3030  
Easements

Sir,

Office of Woods &c.  
19<sup>th</sup> December 1899.

J. H. Leakin Esq.  
— Permission

to lay a line of  
water pipes to supply  
the boiler at the  
Union Gale with  
— water —

19<sup>th</sup> December  
— 1899. —

Dean Forest  
File F. 948<sup>1</sup>

Mr Philip Baylis the Deputy Surveyor has  
reported to Mr Stafford Howard your application on  
behalf of the Parkend Nap Navigation Collieries Ltd. for  
permission free of cost to lay a line of water pipes  
for the purpose of supplying the boiler at the Union  
Colliery with water.

In reply I am directed by Mr Stafford Howard to state  
that ~~the~~ provided the Registered Owners of the Gale upon  
which the level is situated raises no objections he is  
willing to give the Registered Owners of the Union Gale  
permission to lay and during the pleasure of this Department  
to maintain a line of pipes in the direction and to the  
extent shown by a blue line on the enclosed tracing.

Mr Howard is unable to accede to your request  
for a "consent free of cost" but the permission will be  
subject to an acknowledgment of 5<sup>th</sup> payable in advance

on the 10<sup>th</sup> October in each year during the continuance of this permission the first payment in respect of the year ending 10<sup>th</sup> October 1900 to be made to Mr Baylis on the acceptance of these terms.

The pipes to be laid and any damage done in the laying, repairing or removal thereof to be made good to the satisfaction of the Deputy Surveyor, the pipes to be removed and the surface of the soil to be made good within one month after the termination of this permission to the like satisfaction.

If the Registered Owners of the Union Gale desire to accept these terms I am to request that you will get them to sign date and return the enclosed letter to this Department and pay the sum of 5/- to Mr Baylis.

I am, &c.,

J. H. Deakin Esq.

(Signed) Chas. E. Howlett.

Parkend, 20<sup>th</sup> December 1899.

Sir.

Dean Forest,  
File 7,948.  
Union Gale.

As Registered Owners of the Union Gale we beg to accept the offer contained in your letter of the 19<sup>th</sup> Instant of permission to lay and during the pleasure of your Department to maintain a line of pipes as shown by a blue line on the tracing sent therewith and we agree to pay the acknowledgment and to observe the conditions therein specified. -

We are, &c.,

Parkend Deep Navigation  
Collieries Ltd.

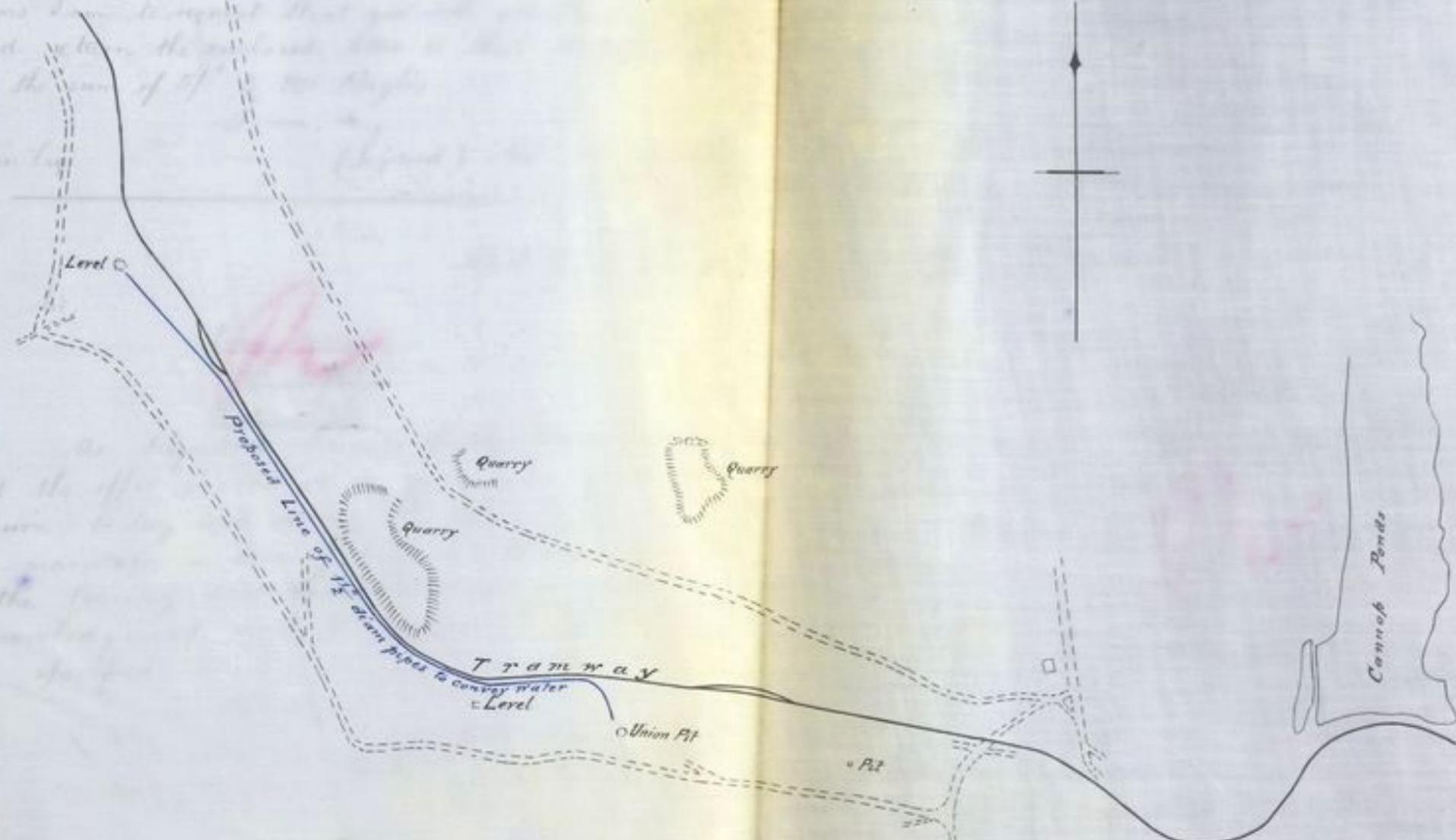
(Signed) J. H. Deakin  
Managing Director

C. Stafford Howard Esq.

*C.S.*

on the 15<sup>th</sup> October in each year during the continuance of this permission  
 the first payment in respect of the year ending 31<sup>st</sup> October 1898  
 to be made to Mrs. Baylis on the acceptance of this lease  
 The pipes to be laid and any damage done in the laying  
 repairing or removal thereof to be made good to the satisfaction  
 of the Deputy Surveyor the pipes to be laid in  
 of the soil to be made good within one month  
 termination of this permission to the satisfaction  
 of the Deputy Surveyor of the same  
 then terms I am to request that you will give  
 date and return the enclosed plan of the  
 and pay the sum of 5/- to Mrs. Baylis

Wm. Baylis Esq. (Signed) Wm. Baylis



O.S. XXXIX 1 ✓

Scale, 3 1/2 Chains to an Inch.